



AGREEMENT TO MEDIATE

I voluntarily agree to engage in mediation, in a good faith attempt to resolve issues with the participant(s) named below. If issues are not resolved, it is understood that either party may pursue this matter through formal processes, as long as applicable time frames are met.

The mediation can be terminated at any time by either party or the mediator. However, the participants will remain bound by the confidentiality provisions of this agreement.

Mediation is a confidential process. Any documents submitted to the mediator and statements made during the mediation are for resolution purposes only. The mediator will not willingly testify on behalf of any party or submit any type of report on the substance of this mediation. Exceptions to confidentiality are waste, fraud, abuse, criminal activity, violence, and threats of violence.

No admission of guilt or wrongdoing by any party is implied, and none should be inferred, by participating in this process.

I understand that the mediator has no authority to decide the case and is not acting as advocate or attorney for either party. I understand that I have a right to have a representative assist me during the mediation process.

By signature, I acknowledge that I have read, understand, and agree to the terms of this Agreement to Mediate.

Participant Date

Participant Date

Mediator Date